

Deed Record, No. 78, Madison County, Iowa

~~Felix G. Gonseth & wife~~Felix G. Gonseth & wife
To

FILED

#4124
Fee \$1.00

Filed for record the 6 day of November

✓ A.D. 1942 at 10:16 o'clock A.M.

Filed for record the 6 day of November
Pearl E. Shetterly, Recorder

Iowa Power & Light Company

GRANT OF RIGHT-OF-WAY

Easement No. 366

FOR and in consideration of the sum of Twenty-five and no/100 Dollars (\$25.00), receipt of which is hereby acknowledged, and the further consideration of Twenty-five and no/100 Dollars (\$25.00) to be paid to Felix G. Gonseth by IOWA POWER & LIGHT COMPANY, when and as construction of the transmission line hereinafter described shall commence, the undersigned does hereby grant, convey and warrant unto said Iowa Power & Light Company, its successors, assigns and lessees, the right and easement to erect, construct, reconstruct, operate and maintain, under varying conditions of operation, renew or remove an electric transmission and distribution line, consisting of wood and metal poles, anchors, guys, cross arms, insulators, conductors and other equipment appurtenant thereto, for the transmission and distribution of electric energy in, upon, across, over and beyond certain lands owned by the grantor, situated in Madison County, Iowa, more particularly described as follows, to-wit:

Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M.,

together with the right of ingress to and egress from said lands over the lands of the grantor, and the right to trim or remove such trees, branches, bushes or shrubs as may interfere with the safe, proper and expeditious erection, construction, maintenance, operation and reconstruction, under varying conditions of operation and maintenance, renewal, removal or repair of said line, or any part thereof. Said transmission line shall enter the premises above described as follows, to-wit: At the Northeast corner thereof and shall continue in a southerly direction across the premises above described and shall leave the premises at the Southeast corner thereof.

The easement herein granted shall confer and vest in the grantee only the right of "overhang" on the premises above described from a transmission line to be erected and maintained on the real estate lying and being East of the premises hereinbefore described belonging to the grantor. This easement shall not confer or vest in the grantee any right to maintain poles, anchors and/or guys on the land of the grantor.

In the event that construction of the transmission line shall not commence within one year from the date of this instrument, then the grant herein contained shall terminate, and be of no force or effect, and grantor shall retain the initial payment referred to above, and Iowa Power & Light Company shall be under no obligation to construct said transmission line, or any

R 29 W

T 76 N

FELIX E GONSETH

RAY E. BOND



FENCE LINE

IOWA POWER AND LIGHT COMPANY

FELIX E. GONSETH - N.W. 1/4 SEC 26 T76N R29W
RAY E BOND - NE 1/4 SEC 26 T76N R29W

DRAWN BY JHE

DATE 4-29-42

CHECKED BY JHC

SCALE 1"=500'

CHECKED BY

AFE 225

APPROVED BY

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ACRES-BLACKMAR CO., BURLINGTON, 23057

part thereof. In the event that after erection, the transmission line above mentioned is entirely removed from the premises, and the same is abandoned by the grantee, or its successors or assigns, then the easement herein granted shall terminate, and be of no further force or effect.

The grantee, Iowa Power & Light Company, shall repair any damage to property of grantor, or at grantor's option pay to grantor the fair and reasonable value of such repairs, and shall pay any damages which may be caused to any crops or other property of grantor by the erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, grantor and grantee, their heirs, successors or assigns and the third by the two so-selected. The damages determined by such persons or a majority of them, shall be conclusive as to the facts.

WITNESS, the hand and seal of the grantor this 26th day of May, A.D. 1942.

Pd- Check no 32554
dated 5/27/42
Vo 5-18

Felix G. Gonseth
Bertha M Gonseth

STATE OF IOWA MADISON COUNTY)SS

On this 26th day of May, A.D. 1942, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Felix G. Gonseth and Bertha M. Gonseth husband and wife personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

(Notarial Seal)

Shirley A. Webster
Notary Public Within and For Said County

TO: IOWA POWER AND LIGHT COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage, dated the 2d day of May, 1918 recorded in the Recorder's Office of Madison County, Iowa, in Book 63, page 181, as Document No. ..., the undersigned consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

WITNESSED BY:

Louise Lewis (CORPORATE SEAL)
L Kendall
Dated June 22, 1942

NATIONAL LIFE INSURANCE CO.
Elbert S Brigham (Seal) PRESIDENT
C. E. Moulton (SEAL)
MEMBER, COMMITTEE ON FINANCE

STATE OF VERMONT COUNTY OF Washington)ss.

On this 22nd day of June, 1942, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Elbert S. Brigham and C. E. Moulton, to me personally known, each being by me duly sworn, did say that the said Elbert S. Brigham is the President, and the said C. E. Moulton is a Member of the Committee on Finance of NATIONAL LIFE INSURANCE COMPANY, Montpelier, Vermont the corporation that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in the name and on behalf of said corporation by authority of its Board of Directors, and said Elbert S. Brigham and C. E. Moulton acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.
My Commission Expires February 10, 1943.

L. Kendall Notary Public

Notary Seal